

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Premier Healthcare Solutions, Inc., Conductiv Contracts, LLC, and Conductiv, Inc.

(b) County of Residence of First Listed Plaintiff New Castle (Delaware)  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jonathan L. Cochran (Stapleton Segal Cochran LLC,  
1760 Market Street, Suite 403, Philadelphia, PA 19103,  
215-561-1500)

**DEFENDANTS**

Thomas Jefferson University

County of Residence of First Listed Defendant Philadelphia (PA)  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Nicholas Poduslenko (Obermayer Rebmann Maxwell & Hippel LLP, Center Square West, Suite 3400, 1500 Market Street, Philadelphia, PA 19102)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                                   | DEF                                   |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4            | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>INTELLECTUAL PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332(a)

Brief description of cause:

Defendant wrongfully repudiated contract and confidential obligations to plaintiffs, and damaged plaintiffs.

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

to be determined at trial

CHECK YES only if demanded in complaint:

JURY DEMAND:

☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

5/6/2025

SIGNATURE OF ATTORNEY OF RECORD

/s/ Jonathan L. Cochran

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**DESIGNATION FORM**

Place of Accident, Incident, or Transaction: Philadelphia, PA

**RELATED CASE IF ANY:** Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_

- |   |                              |
|---|------------------------------|
| 1. Does this case involve property included in an earlier numbered suit?  | Yes <input type="checkbox"/> |
| 2. Does this case involve a transaction or occurrence which was the subject of an earlier numbered suit?                              | Yes <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent which was the subject of an earlier numbered suit?                 | Yes <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus petition, social security appeal, or pro se case filed by the same individual?   | Yes <input type="checkbox"/> |
| 5. Is this case related to an earlier numbered suit even though none of the above categories apply?<br>If yes, attach an explanation. | Yes <input type="checkbox"/> |

I certify that, to the best of my knowledge and belief, the within case ☐ is / ☒ is not related to any pending or previously terminated action in this court.

**Civil Litigation Categories**

**A. Federal Question Cases:**

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. Cases Seeking Systemic Relief **\*see certification below\***
- ☐ 16. All Other Federal Question Cases. (Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (Please specify): \_\_\_\_\_
- ☐ 7. Products Liability
- ☐ 8. All Other Diversity Cases: (Please specify) \_\_\_\_\_

I certify that, to the best of my knowledge and belief, that the remedy sought in this case ☐ does / ☒ does not have implications beyond the parties before the court and ☐ does / ☒ does not seek to bar or mandate statewide or nationwide enforcement of a state or federal law including a rule, regulation, policy, or order of the executive branch or a state or federal agency, whether by declaratory judgment and/or any form of injunctive relief.

**ARBITRATION CERTIFICATION (CHECK ONLY ONE BOX BELOW)**

I certify that, to the best of my knowledge and belief:

☒ Pursuant to Local Civil Rule 53.2(3), this case is not eligible for arbitration either because (1) it seeks relief other than money damages; (2) the money damages sought are in excess of \$150,000 exclusive of interest and costs; (3) it is a social security case, includes a prisoner as a party, or alleges a violation of a right secured by the U.S. Constitution, or (4) jurisdiction is based in whole or in part on 28 U.S.C. § 1343.

☐ None of the restrictions in Local Civil Rule 53.2 apply and this case is eligible for arbitration.

NOTE: A trial de novo will be by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Premier Healthcare Solutions, Inc.,  
Conductiv Contracts, LLC, and  
Conductiv, Inc.,

Plaintiffs,

v.

Thomas Jefferson University,

Defendant.

Civ. Action No. \_\_\_\_\_

**COMPLAINT**

Plaintiffs Premier Healthcare Solutions, Inc. (“Premier Healthcare Solutions”), Conductiv, Inc. (“Conductiv”), and Conductiv Contracts, LLC (“Conductiv GPO,” and collectively with Premier Healthcare Solutions and Conductiv, “Plaintiffs”), by and through their undersigned counsel, hereby respectfully state their claims against Defendant Thomas Jefferson University (“Jefferson”).

**INTRODUCTION**

1. This is a breach of contract action seeking declaratory relief and damages due to Jefferson’s wrongful repudiation of its contractual obligations to Plaintiffs.

2. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. In July of 2024, Jefferson sent a letter to Plaintiffs claiming that Plaintiffs were in material breach of their obligations under the Technology Agreements. Plaintiffs categorically deny any breaches and responded via letter explaining that Plaintiffs had at all times complied with their contractual obligations and that Jefferson's allegations of breach, which were wholly conclusory, had no support in the contracts or the facts.

4. The parties then continued their contractual relationship for nearly eight months, [REDACTED]

[REDACTED] Plaintiffs believed Jefferson's concerns had been resolved and continued to perform in good faith under the

Technology Agreements notwithstanding that [REDACTED]

[REDACTED]

5. On April 1, 2025, in an apparent about-face and with no advance warning to Plaintiffs, Jefferson sent Plaintiffs a purported “Notice of Termination of Agreements.” This letter referred vaguely back to Jefferson’s letter from July 2024 and stated that Jefferson was terminating the Technology Agreements “for cause” because the alleged, unspecified breaches under the Technology Agreements had not been cured.

6. This purported termination of the Technology Agreements was a wrongful repudiation of Jefferson’s obligations to Plaintiffs, and a material breach of the Technology Agreements. Accordingly, Plaintiffs have filed this action seeking declaratory relief that (1) Plaintiffs have not materially breached the Technology Agreements, (2) Jefferson has no right to terminate the Technology Agreements, and (3) Jefferson’s purported termination notice was a wrongful repudiation, and material breach, of the Technology Agreements entitling Plaintiffs to damages for such breach.

7. [REDACTED]

[REDACTED]

[REDACTED]

8. Plaintiffs request declaratory relief that they have not breached the Technology Agreements and that Jefferson has anticipatorily breached the Technology Agreements, as well as damages due to Jefferson's material breach of the Technology Agreements, including interest.

### **JURISDICTION AND VENUE**

9. This Court has jurisdiction under 28 U.S.C. § 1332(a) as the matter in controversy exceeds the sum or value of \$75,000 and is between citizens of different States. Jefferson is organized and headquartered in Pennsylvania. Plaintiffs are organized in Delaware and North Carolina and headquartered in North Carolina. No members of Conductiv GPO, a Delaware LLC, are headquartered or organized in Pennsylvania.

10. Venue is proper under 28 U.S.C. § 1391(b)(1) because Jefferson is incorporated and maintains its principal place of business in this District. A bench trial is requested.

### **PARTIES AND RELEVANT NON-PARTIES**

11. Plaintiff Premier Healthcare Solutions is a Delaware corporation. Plaintiff Conductiv is a North Carolina corporation. Plaintiff Conductiv GPO is a

Delaware LLC. Each Plaintiff has its principal place of business in Charlotte, North Carolina.<sup>1</sup>

12. Thomas Jefferson University (“Jefferson”) is a domestic nonprofit corporation registered in Pennsylvania and has its principal place of business in Philadelphia, Pennsylvania. Jefferson is the parent organization of a system of hospitals and medical providers located primarily in Pennsylvania and New Jersey. [REDACTED]

[REDACTED]

[REDACTED]

### RELEVANT AGREEMENTS

13. This dispute concerns several commercial agreements between the parties.

14. **First**, Plaintiffs and Jefferson are parties to the Technology Agreements, through which Premier Healthcare Solutions and certain of its affiliates, including Conductiv and Conductiv GPO, provide certain services and technology products to Jefferson (collectively, the “Solutions”). [REDACTED]

[REDACTED]

[REDACTED]

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<sup>1</sup> None of the limited liability company members of Conductiv GPO is registered or headquartered in Pennsylvania.

[REDACTED]

15. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. **Third,** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. The parties also agreed to specific terms for each of the Solution Exhibits. The Technology Agreement, [REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### **JEFFERSON MANUFACTURES A PURPORTED BREACH**

18. For over a decade, Plaintiffs and Jefferson had a successful and mutually beneficial business relationship pursuant to these contracts. [REDACTED]

[REDACTED]

[REDACTED]

19. Plaintiffs valued their relationship with Jefferson and went “above and beyond” what the Technology Agreements required to keep Jefferson happy, and to enable Jefferson to continue serving the needs of patients in the Philadelphia region. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] These actions and others clearly demonstrate Plaintiffs' commitment to the partnership and good-faith performance under the Technology Agreements.

20. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Plaintiffs also expressed their desire to keep working with Jefferson and resolve any disagreements amicably.

22. Following this exchange of letters through counsel, the parties continued to work together for nearly eight additional months. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Plaintiffs believed that their response to the claims of breach raised by Jefferson resolved any possible issues arising from Jefferson's side, and that the parties would continue their decade-long relationship.

23. Despite Plaintiffs' continued efforts to go "above and beyond" for Jefferson, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

24. Furthermore, putting aside that there were no such breaches of the Technology Agreements, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25. To terminate for cause, the Technology Agreement states that

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

26. Additionally, to terminate the Conductiv GPO Agreement “for cause,” Jefferson was required to first [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

27. Accordingly, Jefferson had no basis to argue that Plaintiffs had materially breached the Technology Agreement, the Conductiv GPO Agreement, or any of the other Solution Exhibits active under the Technology Agreement. Even assuming *arguendo* such a breach had been alleged, Jefferson has not provided [REDACTED]

[REDACTED] Any purported

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<sup>2</sup> The July letter from Jefferson stated that Jefferson “intends to terminate the [Technology Agreement], as amended, and any existing and open Solution Exhibits associated with the same,” but did not allege any breaches of those Agreements which would require cure or which could support a termination “for cause.”

“termination” by Jefferson is itself both a material breach of the Technology Agreements and an anticipatory repudiation of Jefferson’s obligations under them.

In particular, and as described herein, [REDACTED]

[REDACTED] Given there was no material breach on the part of Plaintiffs, there was likewise no “cause” to terminate the Technology Agreements early. That Jefferson wishes to avoid paying damages and even liquidated damages it now owes to Plaintiffs is not a basis for “cause.”

28. [REDACTED]

29. Plaintiffs now seek declaratory relief that they have not materially breached the Technology Agreements and that Jefferson has wrongfully terminated the Technology Agreements, as well as damages including interest.

**COUNT I: Breach of Contract (Technology Agreements)**

30. Plaintiffs repeat and reallege all of the allegations in Paragraphs 1-29 as if fully set forth herein.

31. Plaintiffs and Jefferson entered into the Technology Agreement, as amended and as supplemented by the Solution Exhibits, which is a valid and binding agreement.

32. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

33. [REDACTED]

[REDACTED]

[REDACTED] Prior to this letter, Plaintiffs did not materially breach the Technology Agreement or its incorporated Solution Exhibits. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

34. Given Plaintiffs did not materially breach the Technology Agreement or its incorporated Solution Exhibits, and [REDACTED] [REDACTED] Jefferson's purported termination of the Technology Agreement and such Solution Exhibits was a wrongful anticipatory repudiation, and material breach, of the Technology Agreement and such Solution Exhibits.

35. Additionally, pursuant to the Technology Agreements, Plaintiffs have [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

36. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



37. Plaintiffs have been damaged by Jefferson's material breaches of the Technology Agreement and the incorporated Solution Exhibits. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Accordingly, Plaintiffs request damages in an amount to be proven at trial, plus any pre- or post-judgment interest that may apply.

**COUNT II : DECLARATORY JUDGMENT (Breach of Technology Agreements)**

38. Plaintiffs repeat and reallege all of the allegations in Paragraphs 1-37 as if fully set forth herein.

39. Plaintiffs and Jefferson entered into the Technology Agreement, as amended, which is a valid and binding agreement.

40. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

41. On April 1, 2025, Jefferson purported to terminate the Technology Agreement and its Solution Exhibits effective as of June 30, 2025

without any basis to do so under the Agreements. This purported termination was a wrongful anticipatory repudiation and material breach of Jefferson's obligations under the Technology Agreement and the Solution Exhibits.

42. Under 28 U.S.C. § 2201(a), "[i]n a case of actual controversy within its jurisdiction . . . any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such."

43. There is a present and actual controversy between the parties concerning whether Plaintiffs or Jefferson have breached the contracts and whether Jefferson has the right to terminate the contracts.

44. Accordingly, Plaintiffs respectfully request the Court enter a declaratory judgment that:

(a) Plaintiffs have not breached the Technology Agreement or the Solution Exhibits;

(b) Jefferson wrongfully terminated the Technology Agreement and the Solution Exhibits; and

(c) Jefferson's breach of the Technology Agreement and Solution Exhibits was an anticipatory repudiation of those contracts.

### **PRAYER FOR RELIEF**

Wherefore, Plaintiffs respectfully request entry of a judgment in their favor and against Jefferson as follows:

(a) Declaratory relief that Plaintiffs have not breached the Technology Agreement or the Solution Exhibits incorporated therein, Jefferson wrongfully terminated the Technology Agreement and such Solution Exhibits, and Jefferson's breach of the Technology Agreement and such Solution Exhibits was an anticipatory repudiation of those contracts;

(b) A determination that Jefferson materially breached its obligations under the Technology Agreement and the Solution Exhibits incorporated therein, that Plaintiffs have been damaged by such breaches, and that Jefferson is liable to Plaintiffs for such breaches;

(c) Compensatory damages in an amount to be proven at trial, plus pre- and post-judgment interest;

(d) An award of attorneys' fees and expenses; and

(e) Such other and further relief as may be proper.

Dated: May 6, 2025

STAPLETON SEGAL COCHRAN LLC

By: /s/ Jonathan L. Cochran

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